

# **EXHIBIT A**

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GEFÁRMÁSÁFGÁHFGÁUT  
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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WeDriveU, INC., a California corporation,

**Plaintiff,**

No.

## **COMPLAINT**

THE BOEING COMPANY, a Delaware corporation,

**Defendant.**

Plaintiff WeDriveU, Inc. (“WeDriveU” or “Plaintiff”) by and through its undersigned attorneys of record, allege as follows:

## I. PARTIES

1.1 Plaintiff WeDriveU, Inc. (“WeDriveU” or “Plaintiff”) is a California corporation. WeDriveU is headquartered in Burlingame, California but conducts business in King County, Washington.

1.2 Defendant The Boeing Company (“Defendant” or “Boeing”) is a Delaware corporation that is duly licensed to conduct business in the state of Washington.

## **II. JURISDICTION AND VENUE**

2.1 Jurisdiction is proper in this Court pursuant to RCW 2.08.010, as the amount in controversy exceeds \$300.00.

## **COMPLAINT - 1**

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1           2.2     Venue is proper in this Court pursuant to RCW 4.12.025 because the  
2     Defendant transacts business in King County.

### **III. FACTUAL ALLEGATIONS**

4           3.1     WeDriveU is a national transportation company. WeDriveU specializes in  
5 providing shuttle transportation systems for corporate, education and health care provider  
6 customers.

7           3.2     Boeing is a global airplane manufacturer that employs thousands of  
8     individuals in Washington.

9           3.3     In 2018, WeDriveU executed several agreements with Boeing to provide  
10 shuttle transportation for Boeing personnel in Washington. The agreements each have a five-  
11 year term that runs from March 1, 2019, through February 29, 2024. These agreements  
12 include a Shuttle Contract Agreement, the Boeing Company General Provisions Agreement  
13 (“GP2”), and a Shuttle Statement of Work Agreement. Consistent with these agreements,  
14 WeDriveU also entered into two purchase agreements with Boeing that detail WeDriveU and  
15 Boeing’s obligations: CPA #1106259186 and CPA #110625981 (together, the “Purchase  
16 Contracts”).

17       3.4     WeDriveU undertook substantial preparations at significant cost in order to  
18     perform its transportation obligations under the Purchase Contracts and the Shuttle Contract  
19     Agreement. For example, WeDriveU leased shuttle vehicles to transport Boeing employees,  
20     entered into long-term lease agreements for facilities to store the shuttle vehicles it used to  
21     transport Boeing employees, and hired drivers to transport Boeing employees in the leased  
22     shuttles. WeDriveU reasonably relied on the five-year duration of the Shuttle Contract  
23     Agreement and the Purchase Contracts in entering into these lease agreements and assuming  
24     these costs.

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1       3.5     Section 10 of the GP2 permits Boeing to “terminate all or part of this Contract  
 2 for its sole convenience;” however, Section 10 strikes a balance by requiring Boeing to pay  
 3 for costs WeDriveU incurred and will continue to incur as a result of Boeing’s termination of  
 4 the agreements for its own convenience. More specifically, Section 10 of GP2 authorizes  
 5 WeDriveU to submit to Boeing “a claim reflecting the percentage of the work performed prior  
 6 to the effective date of termination, plus reasonable charges that [WeDriveU] can demonstrate  
 7 to the satisfaction of [Boeing].” A reimbursement claim must be made “within ninety (90)  
 8 days after the effective date of termination.”

9       3.6     On May 4, 2020, Boeing notified WeDriveU that Boeing intended to terminate  
 10 for its convenience the Purchase Contracts prior to the contracts’ expiration dates.

11      3.7     At the time Boeing terminated the Purchase Contracts for convenience,  
 12 WeDriveU had made substantial financial commitments to ensure it could fulfill its  
 13 obligations under the GP2, Shuttle Contract Agreement, and Purchase Contracts.

14      3.8     WeDriveU timely submitted a claim to Boeing under Section 10 of the GP2  
 15 detailing the reasonable damages and costs WeDriveU reasonably incurred as a result of  
 16 Boeing’s termination for convenience. The claim detailed the following damages and costs:  
 17 reimbursement for \$6,254,091.34 in lease payments for shuttle vehicles that WeDriveU  
 18 leased to fulfill its obligations under the Purchase Contracts; \$401,202.71 in lease payments  
 19 for properties that WeDriveU leased to store the shuttle vehicles it used to fulfill its  
 20 obligations under the Purchase Contracts; and \$131,127.35 for driver’s wages WeDriveU  
 21 paid during Boeing’s temporary suspension of all transportation services from March 25,  
 22 2020, to April 17, 2020.

23      3.9     On August 4, 2020, Boeing rejected WeDriveU’s request for reimbursement  
 24 under Section 10 of the GP2. Boeing has continued to refuse to honor its obligations under  
 25 Section 10 of the GP2.

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1                   **IV. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

2                  4.1 Plaintiff realleges and incorporates by reference the allegations set forth in  
 3 paragraphs 1.1. through 3.9 of this Complaint.

4                  4.2 Under Section 10 of the GP2, all of WeDriveU's "reasonable charges"  
 5 resulting from Boeing's termination for convenience are recoverable if WeDriveU submits a  
 6 claim for damages "within ninety (90) days after the effective date of termination."

7                  4.3 WeDriveU suffered reasonable and direct charges as a result of Boeing's  
 8 termination for convenience. These charges include \$6,254,091.34 in vehicle lease payments;  
 9 \$401,202.71 in lease payments for storage properties for the vehicles; and \$131,127.35 for  
 10 driver's wages during Boeing's temporary suspension of all transportation services from  
 11 March 25, 2020 to April 17, 2020.

12                 4.4 On July 31, 2020, WeDriveU timely submitted a claim for reimbursement of  
 13 its "reasonable charges" under Section 10 of the GP2. WeDriveU submitted this claim for  
 14 reimbursement within 90 days of the May 4, 2020 and May 16, 2020 effective dates of  
 15 Boeing's termination for convenience.

16                 4.5 WeDriveU sought reimbursement under Section 10 of the GP2 for its  
 17 "reasonable charges that . . . have resulted from the termination." These current and future  
 18 expenses as claimed were necessary and unavoidable to ensure that WeDriveU could provide  
 19 transportation to Boeing employees until 2024, as the parties intended under the Purchase  
 20 Contracts.

21                 4.6 Boeing to date has not reimbursed WeDriveU for the costs it incurred and that  
 22 are owing under Section 10 of the GP2. By failing to reimburse WeDriveU, Boeing has  
 23 materially breached its cost reimbursement obligations under Section 10 of the GP2.

1       4.7     As a result of Boeing's termination of the Purchase Contracts for convenience  
2 and Boeing's breach of Section 10 of the GP2, WeDriveU has been damaged in an amount to  
3 be proven at trial.

4       **V.     SECOND CAUSE OF ACTION: BREACH OF IMPLIED COVENANT OF**  
5       **GOOD FAITH AND FAIR DEALING**

6       5.1     Plaintiff realleges and incorporates by reference the allegations set forth in  
7 paragraphs 1.1. through 4.7 of this Complaint.

8       5.2     The covenant of good faith and fair dealing attaches to the contracts entered  
9 by the parties, including the GP2. The covenant of good faith and fair dealing requires Boeing  
10 to deal fairly, honestly, and reasonably with WeDriveU.

11      5.2     Boeing has refused to pay the reasonable charges incurred by WeDriveU in  
12 order to perform its transportation obligations under the Purchase Contracts and the Shuttle  
13 Contract Agreement, and resulting from Boeing's termination of the contracts.

14      5.3     Boeing's refusal to pay has deprived WeDriveU of the benefits to which it was  
15 entitled under the various contracts, including under Section 10 of the GP2.

16      5.4     Boeing's conduct violates the implied covenant of good faith and fair dealing  
17 that was implied in the contracts, including the GP2.

18      5.5     As a result of Boeing's breach of the implied covenant of good faith and fair  
19 dealing, WeDriveU has suffered damages in an amount to be proven at trial.

20                   **PLAINTIFF'S PRAYER FOR RELIEF**

21                   WHEREFORE, Plaintiff respectfully requests relief as follows:

- 22                  a.       An award of damages for Defendant's breach of the GP2 and breach of the  
23 implied covenant of good faith and fair dealing, as permitted by law;  
24                  b.       An award of Plaintiff's attorneys' fees and costs, as permitted by law or equity;  
25 and

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1           c.       Such other and further relief as the Court deems just and equitable.

2  
3           DATED: July 12, 2021

4           CORR CRONIN LLP

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